



**Faculty Contract**  
**Fall Semester 9/13/10-12/21/10**

**Please read carefully before signing and submitting this contract electronically. Thank you for agreeing to teach at Maryland Hall for the Creative Arts (MHCA) this semester.**

- 1. MHCA instructors are responsible for fulfilling all course commitments related to their teaching assignment(s), as published in the MHCA catalog and related materials. It is expected that MHCA instructors will perform their duties in a professional manner towards students, other MHCA instructors, MHCA staff, and MHCA visitors.**
- 2. All instructors teaching children 18 years old and under must be fingerprinted prior to the start date of their first class.**
- 3. Instructors agree to adhere to MHCA's registration procedure in that all tuition, membership and registration fees are collected and received by MHCA.**
- 4. Instructors are required to keep their own record of payments received from MHCA and to file any tax information required by the IRS. If earning more than \$600 per tax year from MHCA instructors will receive a Form 1099 reflecting that income.**
- 5. Instructors are required to allow for 20% of class enrollment (one of every 5 students) as Tuition Waiver (TW) students. This program is a part of the AACPS Board of Education's Gifted and Talented Program and is a requirement for MHCA. It is not negotiable. There will be no payment for TW students in classes that take place with less than Maryland Hall's recommended student minimum of 5.**
- 6. Instructors bear responsibility for providing all materials necessary for their class(es), this includes printed handouts. Instructors are responsible for distributing materials lists and collecting any materials fees.**
- 7. Classes may be canceled if class minimum has not been attained.**
  - a. Instructors must attend the first class regardless of enrollment as students occasionally attend the first class prior to registration.**
  - b. Classes must be cancelled 24-48 hours prior to the start of class.**
  - c. Any class cancellation must be done with prior MHCA approval.**
  - d. The instructor is responsible for informing students that a class has been canceled or postponed.**

**8. Class rosters serve as the basis for instructor payment. All students who have paid for the class will be on this roster. Students not listed on the class roster at the first class meeting should contact the Education Department for registration inquiries. MHCA reserves the right to administer refunds on a case by case basis.**

**9. MHCA reserves the right to change and/or move any room assignment for, but not limited to, scheduling conflicts, emergencies, facilities work, and/or other conditions that may arise.**

**10. Payment for instruction:**

**Instructors may submit a request for payment after their third class has taken place.**

- **Class rosters must accurately reflect those students attending class(es). (Instructors will not be paid for students that are handwritten on rosters.)**
- **If there are discrepancies on the roster, please contact the Education Department.**
- **Correct rosters must be signed and a demographic form completed by instructor before submitting both to the Finance Department.**
- **Checks will be issued on the 15<sup>th</sup> and 30<sup>th</sup> of each month. Payment requests must be submitted to the Finance Office 10 business days prior to the 15<sup>th</sup> or 30<sup>th</sup> in order to receive payment. Instructors will receive a payment percentage of 70% of the member tuition fee.**

**11. Evaluations of MHCA instructors will occur on a periodic basis. Instructors will be notified at the beginning of the semester when an evaluation is to take place. Online surveys will be sent out to participating students on a random basis.**

**12. Substitute instructors are permitted in the event of an emergency. The name and contact information for the substitute must be provided by MHCA instructors in advance. Long term substitutes must be interviewed and approved by the Director of Education.**

**13. Instructors are subject to a payment percentage of 65% in the following circumstances:**

- **Failure to meet the class proposal submission deadline for catalog production.**
- **Repeated failure to maintain classroom space in an appropriate manner.**
- **Creating major changes to course offerings including the omission or addition of sections and sessions.**

**14. Promotional materials for classes and educational activities held at MHCA by MHCA Instructors may be posted at appropriate locations throughout the MHCA building.**

- a. These materials and all online marketing materials will be subject to approval by MHCA's Marketing and Education staff.**
- b. Materials promoting classes or instruction outside of MHCA may not be**

displayed or distributed on MHCA premises.

c. All promotional materials for classes, this includes online marketing materials, must include the following information: MHCA approved logo, MHCA website address and MHCA telephone numbers.

**Entire Agreement - This contract and any addend a thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statement, warranties or representations, written or oral, not herein contained. Once signed, the terms of this Contract can only be changed by a document signed by all parties.**

**Choice of Law - This contract shall be interpreted and construed in accordance with the laws of the State of Maryland.**

**In signing this contract, instructor acknowledges receipt of the Instructor's Manual.**